

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. Contract ID Code Firm-Fixed-Price		Page 1 Of 10	
2. Amendment/Modification No.  P00013		3. Effective Date  2007JUN08		4. Requisition/Purchase Req No.  SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By U.S. ARMY TACOM LCMC SFAE-GCS-W-BCTP VIVIAN L. NORDAUNE (586)753-2068 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL WEAPON SYSTEM: WPN SYS: KZ EMAIL: VIVIAN.L.NORDAUNE@US.ARMY.MIL		Code W56HZV		7. Administered By (If other than Item 6) DCMA NORTHERN EUROPE (UNITED KINGDOM) PCS 826, BOX 55 LOUDWATER UNITED KINGDOM FPO, AE 09420-0055		Code SUK12A	
				SCD B PAS NONE ADP PT HQ0339			
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)  KONGSBERG PROTECH AS KIRKEG?RDSVEIEN 45 KONGSBERG, NO NORWAY 3601  TYPE BUSINESS: Foreign Concern/Entity				<input type="checkbox"/>		9A. Amendment Of Solicitation No.	
				<input type="checkbox"/>		9B. Dated (See Item 11)	
				<input checked="" type="checkbox"/>		10A. Modification Of Contract/Order No.  W56HZV-06-C-B007	
				<input type="checkbox"/>		10B. Dated (See Item 13)  2006SEP06	
Code N4277		Facility Code					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. <b>FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.</b> If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required) ACRN: AE NET INCREASE: \$18,019,875.00							
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS</b>							
KIND MOD CODE: G It Modifies The Contract/Order No. As Described In Item 14.							
<input type="checkbox"/>		A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.				The Changes Set Forth In Item 14 Are Made In	
<input type="checkbox"/>		B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).					
<input checked="" type="checkbox"/>		C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: Mutual Agreement of the Parties					
<input type="checkbox"/>		D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
SEE SECOND PAGE FOR DESCRIPTION							
Contract Expiration Date: 2008JUN30							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print) VIVIAN L. NORDAUNE VIVIAN.L.NORDAUNE@US.ARMY.MIL (586)753-2068			
15B. Contractor/Offeror  _____ (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America  By _____ /SIGNED/ (Signature of Contracting Officer)		16C. Date Signed  2007JUN08	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-06-C-B007 <b>MOD/AMD</b> P00013	<b>Page</b> 2 <b>of</b> 10
<b>Name of Offeror or Contractor:</b> KONGSBERG PROTECH AS		

SECTION A - SUPPLEMENTAL INFORMATION

- This Modification P00013 to Contract W56HZV-06-C-B007 is a supplemental agreement.
- The purpose of this modification is to acquire the upgrade of 145 each Remote Weapon Stations (RWS) from:
  - the -051 configuration part number 68095586-04, Fire Control Unit (FCU) part number 68095593-01 or 68095593-04, and Control Grip (CG) part number 16102492-001.
  - to the RWS Block II configuration Part Number 68095586-05, FCU part number 68111610-05, CG part number 68112498-00.
- On 19 January 2007, the Contractor submitted a proposal for the upgrade of the Remote Weapon Station (RWS) as stated in paragraph 2 above.
- The Contractor agrees to upgrade 145 each Remote Weapon Station (RWS), as stated in paragraph 2 above, at a cost-plus-fixed fee estimated amount of \$18,019,875 (stated in US Dollars). The estimated amount for the unit price is \$124,275 (USD) for each upgraded RWS.
- The Contractor shall ensure that the acceptance document is annotated with the RWS Serial Number and the Serial Numbers for all Line Repairable Units (LRUs) contained within the RWS.
- The Contractor Warranty Provision Sections 15 and 16 are incorporated into the contract by reference with the exception of the areas listed below in sub-paragraphs a and b. The Contractor's Warranty Provision, dated 06 October 2006, applicable to this action was provided by the Contractor via e-mail dated 07 February 2007.
  - Section 15.5 which states "The Buyer shall notify the Seller" is understood to mean that the US Government or its designated representative shall notify the Seller. This revision acknowledges that the US Government may authorize another contractor to notify KDA of defects.
  - Section 15.7 is revised to change the statement "from the Seller to the Buyer shall be for the Seller's cost and risk" to "from the Seller to the Buyer shall be for the Buyer's cost and risk". This revision acknowledges that the Government will incur the expense of shipping costs for repairable items to and from the Contractor's facility.
- The Government will provide the 145 the -051 configuration part number 68095586-04, Fire Control Unit (FCU) part number 68095593-01 or 68095593-04, and Control Grip (CG) part number 16102492-001 assets to be upgraded in accordance with the below schedule:

DATE	Quantity
15 June 2007	40
15 August 2007	40
14 September 2007	40
01 October 2007	25

- The contractor shall deliver upgraded RWS Block II configuration Part Number 68095586-05, FCU part number 68111610-05, CG part number 68112498-00 assets in accordance with the schedule reflected in Section B CLIN 0013AA.
- The contractor, no later than 30 days after all upgrades are completed, shall provide documentation reflecting all residual Government Property resulting from the upgrade effort. The Government will provide disposition instructions for the residual Government Property.
- The parties agree that the monetary exchange rate to be used for the Cost-Plus-Fixed-Fee action is 6.0 Norwegian Kroner per US Dollar.
- In accordance with the FAR Clause 52.232-20 entitled "Limitation of Cost", the contractor shall notify the Contracting Officer in writing whenever it has reason to believe that:
  - The costs the contractor expects to incur under CLIN 0013AA in the next 60 days, when added to all costs previously incurred under CLIN 0013AA will exceed 75% percent of the estimated cost specified in CLIN 0013AA.
  - The total cost for the performance of this contract, exclusive of any fee, will be either greater or substantially less than had been previously estimated.
  - As part of the notification, the Contractor shall provide the Contracting Officer a revised estimated of the total cost of performing the effort under CLIN 0013AA.

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 3 of 10
	PIIN/SIIN W56HZV-06-C-B007	MOD/AMD P00013	
Name of Offeror or Contractor: KONGSBERG PROTECH AS			

12. Should the condition of the units provided by the Government for upgrade necessitate repair of the unit over and above the upgrade effort, the contractor shall provide documented rationale for any increased costs. On a case by case basis (by unit serial number), the contractor shall provide the Contracting Officer the rationale, to include a cost estimate (estimated cost and fixed-fee), for the over and above repair work. The contractor shall provide the rational and cost estimate within seven (7) days of identifying the need for the over and above repair work.
13. As a result of this modification, the contract is revised as follows:
- a. Section B CLIN 0013AA is added to reflect the cost-plus-fixed fee estimated amount for 145 each Remote Weapon Station (RWS) upgrade as stated in paragraph 2 above.
  - b. Section H.1, which references the warranty provision, is revised to incorporate a reference to this modification.
  - c. Section G is revised to reflect the administrative data associated with this modification.
14. As a result of this Modification P00013, the total amount of the contract is increased by \$18,019,875. Except as specifically stated above, all other terms and conditions of the contract remain unchanged and in full force and effect.

\*\*\* END OF NARRATIVE A0013 \*\*\*

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-06-C-B007 MOD/AMD P00013	Page 4 of 10
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Name of Offeror or Contractor: KONGSBERG PROTECH AS

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																				
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS																																								
0013	SECURITY CLASS: Unclassified																																								
0013AA	<p>RWS RETROFIT</p> <p>CLIN CONTRACT TYPE: Cost-Plus-Fixed-Fee NOUN: RWS RETROFIT PRON: X17GX180X1 PRON AMD: 02 ACRN: AE AMS CD: 31107180005</p> <p>CLIN ADDED BY MODIFICATION 0013.</p> <p>The contractor shall upgrade 145 each Remote Weapon Stations:</p> <p>a. from the -051 configuration part number 68095586-04, Fire Control Unit (FCU) part number 68095593-01 or 68095593-04, and Control Grip part number 16102492-001.</p> <p>b. to the RWS Block II configuration part number 68095586-05, FCU part number 68111610-05, Control Grip part number 68112498-00.</p> <p>Estimated Cost: \$16,381,705 Fixed-Fee: \$ 1,638,170 Estimated Amount: \$18,019,875</p> <p>The estimated amount for each unit is \$124,275.</p> <p>(End of narrative B001)</p> <p>Packaging and Marking</p> <p>Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin</p> <p>Deliveries or Performance</p> <table><tr><td>DOC</td><td>SUPPL</td></tr><tr><td>REL CD</td><td>MILSTRIP</td></tr><tr><td>ADDR</td><td>SIG CD</td></tr><tr><td>MARK FOR</td><td>TP CD</td></tr><tr><td>001</td><td>000000</td></tr><tr><td>001</td><td>3</td></tr><tr><td>DEL REL CD</td><td>QUANTITY</td></tr><tr><td>DEL DATE</td><td></td></tr><tr><td>001</td><td>40</td></tr><tr><td>30-NOV-2007</td><td></td></tr><tr><td>002</td><td>24</td></tr><tr><td>31-DEC-2007</td><td></td></tr><tr><td>003</td><td>32</td></tr><tr><td>31-JAN-2008</td><td></td></tr><tr><td>004</td><td>32</td></tr><tr><td>28-FEB-2008</td><td></td></tr><tr><td>005</td><td>17</td></tr><tr><td>31-MAR-2008</td><td></td></tr></table>	DOC	SUPPL	REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001	000000	001	3	DEL REL CD	QUANTITY	DEL DATE		001	40	30-NOV-2007		002	24	31-DEC-2007		003	32	31-JAN-2008		004	32	28-FEB-2008		005	17	31-MAR-2008		145	EA	\$ 124,275.00000	\$ 18,019,875.00
DOC	SUPPL																																								
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31-MAR-2008																																									

Name of Offeror or Contractor: KONGSBERG PROTECH AS

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	FOB POINT: Origin  SHIP TO: (W91WZ0) XR W4GG PM STRYKER GSA WHSE 1 2701 C ST AUBURN WA 95001-0101				

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 6 of 10
	PIIN/SIIN W56HZV-06-C-B007	MOD/AMD P00013	
Name of Offeror or Contractor: KONGSBERG PROTECH AS			

SECTION E - INSPECTION AND ACCEPTANCE

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1 ADDED	52.246-3	INSPECTION OF SUPPLIES - COST REIMBURSEMENT	MAY/2001
E-2 ADDED	52.246-5	INSPECTION OF SERVICES - COST-REIMBURSEMENT	APR/1984

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 7 of 10
	PIIN/SIIN W56HZV-06-C-B007	MOD/AMD P00013	
Name of Offeror or Contractor: KONGSBERG PROTECH AS			

SECTION F - DELIVERIES OR PERFORMANCE

Status	Regulatory Cite	Title	Date
F-1 ADDED	52.242-15	STOP-WORK ORDER (ALTERNATE I dated APR 1984)	AUG/1989
(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either --			
(1) Cancel the stop-work order; or			
(2) Terminate the work covered by the order as provided in the Termination clause of this contract.			
(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected, and the contract shall be modified, in writing, accordingly, if --			
(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and			
(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.			
(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.			
(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.			
(End of Clause)			

Name of Offeror or Contractor: KONGSBERG PROTECH AS

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM MIPR	ACRN	OBLG STAT/ JOB ORD NO			INCREASE/DECREASE AMOUNT		CUMULATIVE AMOUNT
0013AA	X17GX180X1	AE	2	\$	0.00	\$	18,019,875.00	\$ 18,019,875.00
	31107180005		7GXP01					
	A17P30052RX1							
					NET CHANGE	\$	18,019,875.00	

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AE	21 72033000075R5R07P31107131E9 S20113	W56HZV	\$ 18,019,875.00
				NET CHANGE \$ 18,019,875.00

		PRIOR AMOUNT OF AWARD		INCREASE/DECREASE AMOUNT		CUMULATIVE OBLIG AMT
NET CHANGE FOR AWARD:	\$	25,834,267.59	\$	18,019,875.00	\$	43,854,142.59

ACRN	EDI ACCOUNTING CLASSIFICATION				
AE	21 070920330000 S20113 75R5R073110718000531E9		7GXP01S20113	W56HZV	



<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-06-C-B007 <b>MOD/AMD</b> P00013	<b>Page</b> 9 <b>of</b> 10
<b>Name of Offeror or Contractor:</b> KONGSBERG PROTECH AS		

SECTION H - SPECIAL CONTRACT REQUIREMENTS

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1 ADDED	52.216-4008 (TACOM)	STATUS OF FUNDS ON COST REIMBURSEMENT CONTRACTS/CLINS	JUN/1989

(a) The Contractor shall review the funding as it relates to work performed on the cost-reimbursement Contract Line Item Numbers (CLINs) under this contract and shall provide to the Procuring Contracting Officer (PCO) a written determination of what, if any, funds are excess to requirements (leaving a reasonable amount for final overhead rate negotiations and other reasonably predicted requirements) and are available for deobligation. This review shall be coordinated with the Administrative Contracting Officer (ACO), and the written determination shall be accomplished within 120 days of completion of performance under the CLIN. The report shall be prepared in terms of dollars available per Purchase Request Order Number (PRON), unless requested otherwise by the PCO.

(b) This report may be requested in writing by the PCO on additional occasions during the course of performance of work on cost-reimbursable CLINs contained in this contract. On such occasions, the written report shall be provided to the PCO within 14 days of Contractor receipt of the written request.

(End of clause)

H.1 Warranty.

H.1.1 The Contractor Warranty Provision Sections 15 and 16 are incorporated into the contract by reference with the exception of the areas listed below in sub-paragraphs a. and b. The Contractor's Warranty Provision, dated 06 October 2006, applicable to Modifications P00006 and P00013 was provided by the Contractor via e-mail dated 07 February 2007.

a. Section 15.5 which states "The Buyer shall notify the Seller" is understood to mean that the US Government or its designated representative shall notify the Seller. This revision acknowledges that the US Government may authorize another contractor to notify KDA of defects.

b. Section 15.7 is revised to change the statement "from the Seller to the Buyer shall be for the Seller's cost and risk" to "from the Seller to the Buyer shall be for the Buyer's cost and risk". This revision acknowledges that the Government will incur the expense of shipping costs for repairable and upgraded items to and from the Contractor's facility.

\*\*\* END OF NARRATIVE H0001 \*\*\*

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 10 of 10
	PIIN/SIIN W56HZV-06-C-B007	MOD/AMD P00013	
Name of Offeror or Contractor: KONGSBERG PROTECH AS			

SECTION I - CONTRACT CLAUSES

Status	Regulatory Cite	Title	Date
I-1 ADDED	52.216-7	ALLOWABLE COST AND PAYMENT	DEC/2002
I-2 ADDED	52.216-8	FIXED FEE	MAR/1997
I-3 ADDED	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR/1996
I-4 ADDED	52.232-20	LIMITATION OF COST	APR/1984
I-5 ADDED	52.233-3	PROTEST AFTER AWARD -- (ALTERNATE I, dated JUN 1985)	AUG/1996
I-6 ADDED	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-7 ADDED	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-8 ADDED	52.242-4	CERTIFICATION OF INDIRECT COSTS	JAN/1997
I-9 ADDED	52.243-2	CHANGES--COST-REIMBURSEMENT (ALTERNATE II dated April 1984)	AUG/1987
I-10 ADDED	52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (Deviation, per DAR Tracking Number 99-00008, 13 July 99)	MAY/2004
I-11 ADDED	52.245-9	USE AND CHARGES	AUG/2005
I-12 ADDED	52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY/2004
I-13 ADDED	52.249-14	EXCUSABLE DELAYS	APR/1984
I-14 CHANGED	52.222-2	PAYMENT FOR OVERTIME PREMIUMS	JUL/1990
(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed zero or the overtime premium is paid for work--			
(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdown of production equipment, or occasional production bottlenecks of a sporadic nature;			
(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;			
(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or			
(4) That will result in lower overall costs to the Government.			
(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--			
(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;			
(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;			
(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and			
(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.			
(End of clause)			